

Exhibit 2

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1970⁴ WK

FOR INTERNAL USE ONLY:	
AE	Tricia Adamson
Routing Code	
Business Code: Appraisal/Valuation	



BILL TO:		Location ID: 358786	
Licensee: Alliance Valuation Group		City: Irvine	St: CA Zip: 92614
Address: 17811 Sky Park Cir, Suite E		Telephone: 714-866-1810 <i>949-230-8520</i>	Ext:
Fax: <i>949-955-1972</i>			
Bill-To Contact: MARK GONTREAU <i>FIELD</i> <i>CARFIELD</i>			
Email for Bill-to-Contact: markgontreau@cox.net			
USE:		BILLING CYCLE:	PAYMENT METHOD:
Total No. Sites: 1	<input checked="" type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Credit Card	
Total No. Authorized Users (All Sites): 11	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Check	
	<input type="checkbox"/> Yearly	<input type="checkbox"/> Automatic Withdrawal	
TERM:		COMPS HISTORICAL DATA:	
Two Year Initial Term		From (MM/YY): 06/00 (COMPS subscribers)	Total Number of Key Tokens:
SCHEDULE OF FEES/LIC.			
Site #	Market	Product Description	Monthly License Fees (Before Tax)
1	National	CoStar COMPS Professional - Comm/Ind/Apt/Rxs Land	\$4,589.94
Total Monthly License Fees:			\$4,589.94
One Time Implementation Fee:			
One Time Key Token Fee:			
Notes: This Agreement supersedes the license agreement between Licensee and CoStar dated 06/20/04 Contract # 12506, relating to the provision of CoStar [Costar Comps], except for those terms that survive termination and any outstanding license fees. The start date for this new agreement will be retroactive to 06/25/04 and the monthly fees will be set at \$ 4,589.94 before tax for months 1-24. <i>17</i>			

By: _____
Name: Carla J. Johnson
Title: General Counsel
Date: _____
Address: 2 Bethesda Metro Center
NOV 18 2004
Address: Bethesda, MD 20814

Licensee: MAZS
By: _____
Name (print): MARK FIELD
Title: OWNER Date: 11-15-04
Address: 12911 SKY PARK CIRCLE, UNIT E
Address: IRVINE, CA 92614
Fax #: (949) 955-1972

CoStar® Terms and Conditions

1. **License.** (a) This Agreement between CoStar and Licensee concerns one or more electronic databases developed and maintained by CoStar each consisting of (1) a proprietary database (the "Database") of commercial real estate information, including but not limited to, the information, text, photographic and other images and data contained therein (collectively, the "Information") and the proprietary organization and structure for categorizing, sorting and displaying such information, and (2) related software (the "Software"). Those portions of the Software and Database that are licensed hereunder, including any updates or modifications provided thereto, and any information derived from the use of the Database, including as a result of the verification of any portion of the information by Licensee, are collectively referred to herein as the "Licensed Product." (b) During the term of this Agreement, CoStar hereby grants to Licensee a nonexclusive, nontransferable license to use only those portions of the Licensed Product that are expressly identified on the Schedule of Services on the Subscription Form, subject to and in accordance with the terms and conditions of this Agreement. (c) The Licensed Product may be used by no more than the number of users set forth on the Subscription Form and, except as set forth below, only at the site(s) specifically identified herein. All of such users (the "Authorized Users") must be individuals (1) employed by Licensee or an independent contractor of Licensee at a site identified on the Subscription Form and (2) included on CoStar's list of Authorized Sites & Users for the Licensed Product. Licensee understands that each brokerage, research, sales or other similar personnel at each licensed site must be an Authorized User and agree to notify CoStar if the number of such individuals at a site exceeds the number of Authorized Users set forth in this Agreement. An "Independent Contractor" is defined as an individual person performing substantially the same services for Licensee as an employee of Licensee. (d) Licensee will ensure that access to and use of the Licensed Product, and the user names, passwords and Key Tokens (collectively, the "Passwords") used to access the Licensed Product are available only to Authorized Users, and will not allow anyone other than an Authorized User access to the Licensed Product or Passwords for any reason.

2. **Use.** (a) Subject to the prohibitions set forth below, during the term of this Agreement, Licensee may use the Licensed Product for the following purposes in the ordinary course of its business: (1) Licensee's internal research purposes; (2) providing information regarding particular properties and market trends to its clients and prospective clients; (3) to market properties; (4) supporting its valuation, appraisal or counseling regarding a specific property; and (5) creating periodic general market research reports for in-house use or for clients' or prospective clients' use, provided that such reports do not contain building-specific or tenant-specific information and are not commercially or generally distributed. Subject to the provisions set forth below, Licensee may print information or copy information into word processing, spreadsheet and presentation programs (or other software programs with the express written consent of CoStar), so long as the level of information being printed or copied is reasonably tailored for Licensee's purposes, insubstantial and used in compliance with the provisions set forth below. Licensee shall not (1) upload, post or otherwise transmit any portion of the Licensed Product on, or provide access to any portion of the Licensed Product other provision herein, Licensee shall not (1) upload, post or otherwise transmit any portion of the Licensed Product on, or provide access to any portion of the Licensed Product through the Internet, any bulletin board system, any electronic network, any listing service or any other data sharing arrangement not restricted exclusively to Licensee and the Authorized Users, except that (i) Licensee may e-mail a report containing information that complies with this Section 2 to a limited number of its clients and prospective clients, (ii) Licensee may display solely on its own web site photographs from the Licensed Product that depict properties that Licensee owns, controls, represents or holds exclusively, provided that under no circumstances shall such photographs be posted on any website that may compete with the Licensed Product, and (iii) if Licensee is a subscriber in good standing to that under no circumstances shall such photographs be posted on any website that may compete with the Licensed Product; (2) use any portion of the Licensed Product to create, directly or indirectly, any database or other product directly or indirectly competitive with any portion of the Licensed Product; (3) access the Licensed Product if you are a direct or indirect competitor of CoStar or provide any portion of the Licensed Product to any direct or indirect competitor of CoStar; (4) store, copy or export any portion of the Licensed Product into any computer of CoStar or provide any portion of the Licensed Product to any direct or indirect competitor of CoStar; (5) modify, merge, disassemble or reverse engineer any portion of the Licensed Product; (6) use, reproduce, database or other software program, except as set forth in Section 2(a); (7) use or distribute information that has been published or compiled by Licensee for the purpose of selling or licensing such information or making such information publicly available; (8) use or distribute information that has been verified or confirmed by Licensee for the purpose of developing or contributing to the development of any database, product or service that may compete with the Licensed Product; or (9) use any portion of the Licensed Product in a manner that would violate any U.S., international, state or local law, regulation, rule or ordinance, including real estate practice, spam and privacy laws.

3. **Ownership.** Licensee acknowledges that CoStar and its licensors have and shall retain exclusive ownership of all proprietary rights to the Licensed Product, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. This is a license agreement and not an agreement for sale. Licensee shall have no right or interest in any portion of the Licensed Product except the right to use the Licensed Product as set forth herein. Licensee acknowledges that the Software, Database, Information and Licensed Product constitute the valuable property and confidential copyrighted information of CoStar and its licensors (collectively, the "Proprietary Information"). Licensee agrees to (a) comply with all copyright, trademark, trade secret, patent, contract and other laws necessary to protect all rights in the Proprietary Information, and (b) not challenge CoStar's and its licensors' ownership of (or the validity or enforceability of their rights in and to) the Proprietary Information, and (c) not remove, conceal, obliterate or disavow any copyright or other notice or license, use or copying technological measure included in the Licensed Product. Licensee shall be liable for any violation of the provisions of this Agreement by any Authorized User and by Licensee's employees, independent contractors, affiliates and agents and for any unauthorized use of the Licensed Product by such persons. Without CoStar's consent, Licensee may not use or reproduce any trademark, service mark or trade name of CoStar.

4. **Term.** The term of this Agreement shall begin on the Start Date, shall continue for the initial term specified on the Subscription Form (the "Initial Term"), and shall expire at the end of such Initial Term on the last day of the calendar month in which the Start Date occurred, unless earlier terminated pursuant to the terms hereof. This Agreement shall continue thereafter for successive periods of one (1) year (each such successive period being a "Renewal Term") commencing on the last day of the Initial Term or any Renewal Term, unless sixty (60) days prior to the last day of the Initial Term or any Renewal Term, either party has provided the other written notice of an intent not to renew. The "Start Date" shall be the date of consummation by CoStar of a Passwords for such Licensed Product to Licensee; provided, that for existing customers with Passwords, the "Start Date" shall be the date of signature of this Agreement by CoStar.

5. **License Fees.** Licensee agrees to pay the License Fees and all other fees set forth in this Agreement, which are priced in U.S. dollars and shall be paid in U.S. dollars. Licensee's obligation to pay such fees in full shall be binding on the Start Date. In addition to anything set forth herein, CoStar may: (a) on each anniversary of the calendar month in which the Start Date occurred, increase the License Fees by a percentage equal to the percentage increase in the Consumer Price Index for All Urban Consumers, Seasonally Adjusted, US City Average, All Items for the previous twelve months; and (b) at any time for any Renewal Term increase the License Fees for any portion of the Licensed Product, provided, that if Licensee does not agree to the increase, then Licensee may give CoStar written notice of termination within sixty (60) days of CoStar's notice of such increase, in which case Licensee shall continue to pay the License Fees in place before the proposed increase until the last day of the calendar month in which Licensee's notice of termination is delivered, and this Agreement shall terminate with respect to such portion of the Licensed Product on such date. All fees shall be billed in advance in accordance with the billing cycle identified herein and are due not fifteen days. All payments received after the due date will incur a late payment charge from such due date until paid at a rate equal to the lesser of 18% per annum or the maximum rate permitted under applicable law. In all cases, the amount of License Fees shall be paid by Licensee to CoStar in full without any right of set-off or deduction. CoStar may accept any payment without prejudice to its rights to recover the balance due or to pursue any other right or remedy. No endorsement or statement on any check, payment, letter accompanying any payment, or elsewhere will be construed as an accord or satisfaction. The License Fees do not include sales, use, excise or any other taxes or fees now or hereafter imposed by any governmental authority with respect to the Licensed Product. At CoStar's option, Licensee shall pay such taxes or fees directly or pay to CoStar any such taxes or fees immediately upon invoicing by CoStar.

6. **Termination.** (a) Either party may terminate any portion of this Agreement in the event of: (1) any breach of a material term of this Agreement by the other party which is not remedied within thirty (30) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law. (b) CoStar may terminate any portion of this Agreement immediately without further obligation to Licensee: (1) upon CoStar's reasonable suspicion of any violation by Licensee of any provision of Section 1, 2, 3, 5, 12 or 13 hereunder, or any material provision of any other agreement between the parties; or (2) upon five (5) days written notice at any time in CoStar's sole discretion in which case CoStar shall refund any fees paid by Licensee to Licensee after the date of such termination. (c) In the event that CoStar breaches Section 6(a) of this Agreement, the sole remedy available to Licensee shall be termination of this Agreement. (d) CoStar may interrupt the provision of any portion of the Licensed Product to Licensee upon CoStar's reasonable suspicion of any violation by Licensee of any provision of Section 1, 2, 3, 5, 12 or 13 hereunder, or any material provision of any other agreement between the parties, and during such interruption Licensee shall continue to be responsible for all License Fees. CoStar will restore the provision of the Licensed Product only if all amounts due hereunder are paid and if, in CoStar's reasonable opinion, CoStar has received satisfactory assurances as to the cessation of the violation. (e) Upon Licensee's breach of any term of this Agreement, all License Fees and all other fees payable hereunder shall become immediately due and payable in full, and in addition to the foregoing, CoStar's remedies shall include any monetary benefits that accrued to Licensee as a result of the breach, any damages incurred by CoStar related to Licensee's breach and any other damages and relief available at law or in equity. If CoStar retains any third party to obtain any remedy to which it is entitled under this Agreement, CoStar shall be entitled to recover all costs, including attorney's fees and collection agency commissions, CoStar incurs.

LONG RELEASE AUGUST 9, 2004